

Insurance companies market life insurance policies for the purpose of covering estate settlement costs, but they do not fix those costs.

Claims: I claim:

A method of transferring assets from deceased persons to their beneficiaries, a pre-agreed estate settlement plan, comprising:

(a) Any contract/contracts between any individual or married couple anticipating his/her/their demise and any individual, partnership or business entity capable of transferring and/or assisting in the transfer of said individual or married couple's estate after that demise, so that it becomes the legal property of said individual or married couple's heir or heirs, according to said individual or married couple's instructions, for a fixed sum or sums, and/or according to a fixed schedule of costs and/or a pre-agreed percentage of assets, whereby said individual or married couple can predetermine and/or reduce the cost of transferring his/her/their estate to his/her/their heirs.

(1) Because of the substantial uncertainty of probate costs and difficulty, which vary from state to state, the process may include requirements for the individual or married couple entering into said process to own assets in a non-probatable fashion, such as a revocable and/or irrevocable trust or trusts, and/or joint tenancy with potential heirs and/or designating assets as being held "in trust for" potential heirs and/or instructing financial institutions with which they do business to maintain their accounts under a "pay on death" or "transfer on death" designation to potential heirs, or any other method of qualifying assets so that they are not subject to probate.

(2) The process may include the agreement of the heir/heirs as well as the individual or married couple who anticipates being their benefactors to said process, in order to make them aware of the benefits of the process and also to assure both the heir/heirs and the individual or married couple entering into the process that they have legal recourse should the individual, partnership or business entity that they

have contracted with to settle the estate in question
fail to perform according to the terms of said
agreement.